

**PROPOSAL
SPECIFICATIONS
AND
CONTRACT AGREEMENT
FOR
IMPRINTED CROSSWALKS
FY10-500-57**



**CITY OF MANCHESTER
DEPARTMENT OF HIGHWAYS**

2010

MANCHESTER HIGHWAY COMMISSION

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Robert R. Rivard	Vice Chairman
Joan Fluery	Clerk
William F. Houghton, Jr.	Commissioner
Henry Bourgeois	Commissioner

Kevin A. Sheppard, P.E.	Public Works Director
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CITY OF MANCHESTER

New Hampshire

PROPOSAL

SPECIAL PROVISIONS

and

CONTRACT AGREEMENT

for

**IMPRINTED CROSSWALKS
2010**

FY10 – 500 - 57

Prepared by
CITY OF MANCHESTER, NEW HAMPSHIRE

DEPARTMENT OF HIGHWAYS

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**City of Manchester
Department of Highways**

227 Maple Street

Manchester, New Hampshire

INVITATION FOR BIDS

Sealed proposals will be received at the office of the Department of Highways of the City of Manchester, New Hampshire before or at **2:30 P.M.**, prevailing time on the **18th day of March, 2010**, for the following described services.

Imprinted Crosswalks

FY10 - 500 - 57

This contract consists of furnishing and installing imprinted crosswalks on Kelley Street at Rimmon Street, Alsace Street, Montgomery Street, and Boutwell Street, on Amory Street at Dubuque Street, and on Massabesic Street.

Certified Check/Bid Bond \$2,000.00

Plans and specifications may be seen at the office of the Department of Highways, at the following locations:

- Dodge Reports, 55 South Commercial Street, Manchester New Hampshire, 03101
- Associated General Contractors of N. H., 48 Grandview Road, Bow, N.H.
- Works in Progress, 20 Farrell Street, Suite 103, So. Burlington, VT 05403
- Reed Construction Data, 275 Washington Street, Newton, MA 02458
- Construction Summary of N.H., 734 Chestnut Street, Manchester, N.H., 03104
- F.W. Dodge Company, 24 Hartwell Avenue, Lexington, MA. 02173

Specifications and proposal forms may be obtained at the Office of the Department of Highways.

Proposals must be completed in both words and numerals on regular proposal forms, which shall be submitted in a sealed envelope marked: "Proposal for **"IMPRINTED CROSSWALKS"**", addressed and delivered to the Department of Highways not later than the date and time mentioned above, at which time they will be publicly opened and read aloud.

Proposals must be accompanied by a Certified Check or Bid Bond in the amount listed above, payable to: "Department of Highways, City of Manchester, N.H.", as security for the execution of the contract.

A Performance and Payment Bond each in the amount of 100 percent of the contract price, will be required of the successful bidder.

This project is being funded through a grant from the US Department of Housing and Urban Development Community Development Block Grant Program and is subject to the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended. As such the successful bidder will need to comply with certain conditions pertaining to Davis Bacon Wage Rates, reporting, nondiscrimination, etc., in the fulfillment of the contract to be awarded. The successful bidder shall also comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes in the performance of this contract. Local firms, minority and women owned businesses where appropriate, shall be given "maximum feasible opportunity" to participate in contracts and subcontracts resulting from this project.

The City of Manchester is an equal opportunity / affirmative action agency. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

The right is reserved to waive any informalities in or reject any or all proposals and to accept the bid that is deemed most favorable to the interest of the City of Manchester.

A \$10.00 non-refundable mailing fee will be charged for plans mailed to any contractor. Checks should be mailed to Department of Highways, 227 Maple Street, Manchester, N.H. 03103.

Department of Highways, City of Manchester, N.H.

By: MANCHESTER HIGHWAY COMMISSION

William F. Houghton, Chairman

Joan Fluery, Clerk

Robert R. Rivard, Vice Chairman

Raymond Hebert, Commissioner

Henry Bourgeois, Commissioner

Kevin A. Sheppard, P.E.

Public Works Director

STANDARD SPECIFICATIONS FOR ROAD, DRAIN & SEWER CONSTRUCTION

These specifications are intended to relay to developers, contractors and other builders and trades, information concerning the Department of Highways' requirements relative to all construction under its jurisdiction in the City of Manchester, NH.

To facilitate this end, the Standard Specifications have been divided into three parts as follows:

PART I -- PUBLIC IMPROVEMENTS

Part I of the Standard Specifications outlines the Department's requirements concerning public improvements included in site development and subdivision projects. These requirements shall also apply to off-site improvements conducted within streets, rights-of-way, easements or other public lands belonging to the City of Manchester, New Hampshire.

All work relative to the above shall be conducted according to Section V of this part and the Technical Specifications as outlined in Part III.

PART II -- CONTRACT GENERAL PROVISIONS

Part II of the Standard Specifications outlines the Department's contractual requirements concerning work for road, drain and sewer projects along with other related work. These requirements shall apply to all such work contracted by the City of Manchester, Department of Highways and shall be considered a part of all proposals.

PART III -- TECHNICAL SPECIFICATIONS

Part III of the Standard Specifications outlines the Department's detailed requirements concerning the control of material, rules of construction and basis of payment. Supplemental Specifications not yet considered standard and Special Provisions for explaining items of work unique to a specific project, will be included in the proposal forms prepared by the Department.

The sections included in this part along with any Supplemental Specifications and Special Provisions, shall be considered a part of all proposals.

BID SECURITY

The undersigned agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Form of "Contract Agreement". The undersigned hereby agrees to complete all the work shown or specified under this contract and as shown on the contract drawings within 150 consecutive calendar days from the date specified in the Notice to Commence Work and he further agrees that the OWNER may retain from the moneys that are or which may become due an amount of two hundred dollars (\$200.00) plus engineering charges for each and every calendar day (Sunday and holidays excluded) of time consumed in completing the work beyond the time conditions stipulated above or any extension of time that is duly authorized and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the OWNER incident to such delay.

The undersigned agrees that if he is selected as CONTRACTOR, he will within ten (10) days, (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the "Awarding Authority", execute a contract in the form attached hereto and furnish a Performance Bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire and satisfactory to the OWNER and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the CONTRACTOR and are included in the bid price.

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informalities in the bidding.

Contractor's Signature

Title

Date

Certificate of Acknowledgment of Contractor, if a Corporation

State of _____,

ss:

County _____,

On this _____ day of March, 2010

before me personally came _____

to me known, who being duly sworn did say as follows:

that he resides at: _____

and is the _____

of _____

the corporation described herein and which executed the foregoing instrument; that he knows the corporate seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation and by the like order, he signed thereto his name and official designation.

Notary Public (seal)

My commission expires: _____

**PROPOSAL
IMPRINTED CROSSWALKS**

The City of Manchester acting through its Department of Highways hereinafter called the "Awarding Authority", requests bids for the furnishing of all labor, equipment and materials required for the construction of the **"IMPRINTED CROSSWALKS"** in accordance with the plans and specifications prepared by the City of Manchester, Department of Highways.

The undersigned as Bidder declares that the only person or parties interested in this proposal as principals are those named herein; that this Proposal is made without collusion with any other firm, that the undersigned has carefully examined the location of the proposed work, the proposed form of contract and the plans and specifications therein referred to, and the undersigned proposes and agrees if this Proposal is accepted, he will contract with the "Awarding Authority" to provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein described and according to the requirements of the Engineer therein set forth and the undersigned will take full payment therefore, the following unit and total prices:

Total price of this Proposal (for comparison of bids) based on the estimated quantities is:

_____	\$	_____
Total Price In Words		Total Price In Figures

CONTRACTOR: _____

BY: _____

TITLE: _____

It is agreed that the total price presented above is to be used solely for the comparison of bids to determine the apparent low bidder.

Addendums received _____

PROPOSAL

The undersigned agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

This Proposal includes Addenda No.: _____

Contractor (Bidder) (seal)

By: _____
(Signature and Title)

Address: _____

Being a (corporation incorporated)
(under the laws of the)
(State of _____)
(Partnership,)
(Individual)

Composed of Officers, partners, or
owner, as follows:

CITY OF MANCHESTER
Department of Highways

INFORMATION REPORT

PROJECT:	Imprinted Crosswalks
DATE BIDS OPENED:	At 2:30 P.M., Thursday, March 18, 2010
PROJECT TYPE:	This contract consists of furnishing and installing imprinted crosswalks on Kelley Street at Rimmon Street, Alsace Street, Montgomery Street, and Boutwell Street, on Amory Street at Dubuque Street, and on Massabesic Street
CONTRACT PERIOD:	The contract period for this project shall be 30 calendar days beginning at the date of execution of the contract.
PROPOSAL GUARANTEE:	\$2,000.00

This proposal shall be filled in by the bidder in ink with the prices written in both words and numerals and the extensions shall be made by him. Amount in words will govern.

Bid Item Number	Estimated Quantity	Unit	Description (Bid Price in Words)	Unit Price (Bid in Figures)	Total Price (Bid in Figures)
618.109	1	ALL	UNIFORMED OFFICERS AND FLAGGERS Five thousand dollars and no cents	\$5,000.00	\$5,000.00
632.0299	300	SY	IMPRINTED CROSSWALKS _____dollars and _____cents per Square Yard		
TOTAL = (in words)					
				\$ _____	

BID BOND: IMPRINTED CROSSWALKS

The undersigned as bidder, understands and agrees that the quantities of work as given for each item in this Proposal are only approximate and are assumed solely for the comparison of proposals. They are not guaranteed to be accurate statements or estimates of the quantities of work to be performed under this contract and any departures therefrom, will not be accepted as valid grounds for any claim or loss of profits. In case of variation between unit prices and total prices stated by the bidder, the unit prices will be considered to be his bid.

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the form of Contract Agreement.

The undersigned agrees that if he is selected as CONTRACTOR, he will, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in the form attached hereto and furnish a Performance bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire satisfactory to the "Awarding Authority" and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the Contractor and are included in the various unit prices bid.

Accompanying this Proposal under separate cover is Two Thousand Dollars (\$2,000.00) in the form of a Bid Bond, Cashier's Check or Certified Check* payable to the Department of Highways of the City of Manchester.

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informalities in the bidding.

*Bidder will cross out words which do not apply.

Contractor's Signature Date

Title

IMPRINTED CROSSWALKS PROSECUTION OF THE WORK

Description of the Work:

This contract consists of furnishing and installing imprinted crosswalks on Kelley Street at Rimmon Street, Alsace Street, Montgomery Street, and Boutwell Street, on Amory Street at Dubuque Street, and on Massabesic Street

Utilities:

There are utility installations in the project area belonging to, but not necessarily limited to, the following:

<u>Company</u>	<u>Address</u>	<u>Telephone</u>
Comcast	751 E Industrial. Dr.	626-9900
National Grid	1260 Elm Street	625-4000
Manchester Fire Dept.	100 Merrimack St.	669-2256
Manch. Water Works	281 Lincoln St.	624-6494
Fairpoint	100 Gay Street, 2 nd Fl.	645-2700
PSNH	333 March Avenue	1-800-662-7764

Prosecution:

It is understood that the Contractor will match his work schedule with that of the Highway Department and other utility companies as applicable. The contractor is to coordinate with PSNH to provide power for the lighting system.

Temporary fencing shall be required at locations of open construction excavations and/or trenching and where it is required by the Engineer for public safety. Temporary fencing and gates shall be considered subsidiary to the contract and no payment shall be made.

Due to the limited funding for this work, the City reserves the right to delete any part of the work in order to keep expenditures within the limits of available funds.

The plans are meant to be a schematic representation of the project. It should be understood by the Contractor that actual field conditions may differ. Therefore, some construction requirements will be determined in the field by the Engineer and payment for all work shall be based on the unit prices bid.

The Contractor's attention is directed to the fact it is his/her sole responsibility to protect all bounds or other property/Right-of-way monumentation from damage.

Permits required from the Highway Department shall be furnished without charge. All work to be performed shall be in compliance with the City of Manchester Ordinances or as specified on the permit itself. A permit is required by the Fire Department in order to blast.

Traffic Control

Traffic control by uniformed officers shall be in accordance with Section 618 of the Standard Specifications, and will be paid as an allowance under the appropriate pay item.

Davis-Bacon Wage Rates

The contractor is directed to the fact that provisions of the Davis-Bacon Wage Rates regarding local employment, minimum wage rates, equal employment opportunity requirements and payroll records and reporting are applicable to this contract as directed in Appendix A.

Surplus Material

The satisfactory disposal of all surplus excavation removed within the project that cannot be utilized as fill material will be the responsibility of the Contractor. No additional payment will be made for this work.

Public Convenience and Property Protection

The Contractor shall be aware that he will be required to maintain access to all properties in the project area at all times.

The Contractor will be responsible for the proper and timely notification to local residents and businesses should any temporary interruption of their access or services be absolutely necessary.

Layout of Work

It will be the responsibility of the Highway Department to provide the initial layout of the baseline. The Contractor will be responsible for the preservation of the baseline.

All lines and grade work not presently established at the site shall be laid out by the Contractor in accordance with the drawings and specifications and as directed by the Engineer.

The Contractor, at his own expense, shall be responsible for maintaining benchmarks and other survey marks and shall replace as directed any benchmarks or survey marks which have been disturbed or destroyed.

The Contractor shall compare all grades, lines, levels, and dimensions shown on the drawings with actual site conditions and shall promptly report to the Engineer, before commencing work any inconsistencies he may discover.

No separate payment will be made for the work described in this section.

Contract Documents

In the event of a conflict of interpretation in the Contract Documents, the following is the general order of precedence:

1. Special Contract Requirements*
2. Special Provisions
3. Supplemental General Conditions
4. General Conditions
5. Supplemental Specifications,
6. Specifications.
7. Drawings

*Includes Prosecution of Work, Traffic Control plan and Special Attentions.

Contract Period: The contract period for this project shall be 30 calendar days, beginning at the date of execution of the contract.

SPECIAL PROVISION

AMENDMENT TO SECTION 632 – RETROREFLECTIVE PAVEMENT MARKINGS

Item 632.0299 – Imprinted Crosswalk

Description

1.1 This work shall consist of imprinting bituminous pavement surfaces with imprinted crosswalk that will give the appearance of brick and/or granite blocks in the areas shown on the plans.

Materials

2.1 Street imprinting materials including surface coatings shall be “Imprint” as supplied by Integrated Paving Concepts, Inc. 17957 55th Avenue, Suite 102, Surrey, BC V3S 6C4, (800)-688-5652, (512)-533-9815, “BrickPrint” as supplied by Traffic Calming USA, LLC, 785 Seaboard Drive, Suite 105, Dallas, Georgia, 30132, (770) 505-4044, or approved equal.

2.2 The imprint material shall be applied in a “brick” pattern and in a “granite set” pattern as shown.

2.3 The surface color shall be in “oxide red” and “light gray” as shown on the plans.

Construction Requirements

3.1 Installation of the imprint material shall be performed by licensed applicators who are trained and certified by the manufacturer for this product.

3.2 The existing asphalt pavement shall be coldplaned to the same depth as the installed material so that the finished surface is flush with the surrounding pavement.

Method of Measurement

4.1 The accepted quantities of Imprinted Crosswalk will be measured by the square yard to the nearest 0.1 square yard.

Basis of Payment

5.1 Imprinted crosswalk will be paid for at the contract unit price per square yard complete in place.

Pay Item and Unit

632.0299	Imprinted Crosswalk	Square Yard
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CONTRACT AGREEMENT

THIS AGREEMENT made this ___th **day of March, 2010** by and between the City of Manchester, New Hampshire acting through its Department of Highways, hereinafter called the party of the first part and _____ their successors and assigns, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the party of the first part, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the construction of the **IMPRINTED CROSSWALKS** hereinafter called the project, in the City of Manchester, County of Hillsborough, State of New Hampshire at the unit prices bid by the said Contractor for the respective estimated quantities, aggregating approximately the sum of: \$ _____, and such other items as are mentioned in the original proposal, which proposal and prices named, together with the General Provisions and Technical Specifications and the Special Provisions accompanying the proposal, and made a part of this Contract and accepted as such, are also agreed by each party as being a part hereof, the said project being situated as follows:

- **Kelley Street between Rimmon Street and Hall Street**
- **Massabesic Street at Old Falls Road**
- **Amory Street at Dubuque Street**

The Contractor further covenants and agrees that all of the said materials shall be furnished and delivered and all of said labor shall be done and performed in every respect to the satisfaction and approval of the Department of Highways aforesaid, within **30 consecutive calendar days** from the date specified in the Notice to Proceed.

The successful Bidder at the time of the execution of the contract, must deposit with the Department of Highways security in the form of a Performance Bond and a Payment Bond, each in the sum equal to 100 percent of the amount of the contract award. The form of the bonds shall be that provided by the Department and the surety shall be acceptable to the City.

IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals as of the day and year first above written.

CITY OF MANCHESTER
(SEAL)

The Honorable Mayor of the
CITY OF MANCHESTER

By _____
Ted Gatsas

Director of Public Works
DEPARTMENT OF HIGHWAYS

By _____
Kevin A. Sheppard, P.E.

Director
DEPARTMENT OF PLANNING &
COMMUNITY DEVELOPMENT

By _____
Leon LeFreniere

Signed and sealed in
presence of:

Date

CONTRACTOR
(SEAL)

By: _____

Title: _____

Federal I.D. No. _____

Approved as to form and execution

City Solicitor

NOTARIZATION

Certificate of Acknowledgment of Contractor, if a Corporation

State of New Hampshire,

ss:

County of Hillsborough,

On this _____ **day of March, 2010**

before me personally came _____

to me known, who being duly sworn did say as follows:

that he resides at: _____

and is the _____ of _____ the corporation

described herein and which executed the foregoing instrument; that he knows the corporate seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation and by the like order, he signed thereto his name and official designation.

Notary Public (seal)

My commission expires: _____

STATEMENT OF UNDERSTANDING

Project Safety

WHEREAS this project is subject to all Safety and Health Regulations as promulgated by the U.S. Department of labor, it shall be a requirement that the Contractor designate a "Safety Officer" who's duty shall be to monitor the project on a daily basis in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.

IT IS hereby agreed that responsibility for the above mentioned safety measures is solely that of the Contractor and that the Contractor has been designated as the project "Safety Officer".

Date: **March** __, 2010

By:

Title:

STATEMENT OF COMPLIANCE
Drug Testing Program

WHEREAS this project is subject to federal laws, rules and regulations, and WHEREAS all drivers of commercial vehicles over 26,000 pounds GVWR are required to have a Commercial Drivers License (CDL), it is hereby certified that the Alcohol and Drug Testing requirements for Commercial Motor Vehicle Drivers mandated by the Federal Highway Administration, United States Department of Transportation are being complied with.

Date: **March**____, 2010

By:

Title:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____ hereinafter

called the "Principal" and _____ of _____, State

of _____ hereinafter called the "Surety", are held and firmly bound

unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, hereinafter called "Owner",

in the penal sum of (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that WHEREAS, the Principal enter into a certain contract with the Owner, dated the (Date) copy of which is hereto attached and made a part of hereof for the construction of:

"IMPRINTED CROSSWALKS" in accordance with drawings and specifications prepared by the City of Manchester, N.H. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner for all outlay and expense which Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to do the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this the ____ day of _____ 2010.

ATTEST: _____
Principal

_____(S)
(Principal)

(Seal) By _____(S)

_____(S)
Witness as to Principal

Address

ATTEST: _____
Surety

_____(S)
(SURETY) By _____(s)
Attorney-in-Fact

(SEAL)
_____(S)
Witness to Surety

(Address)

Address

Note: Date of Bond must not be prior to date of Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter called Principal, and _____ as surety, hereinafter called Surety, are held and firmly bound unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, as obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of (_____) for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated _____, 2010 entered into a contract with Owner for the construction of

"IMPRINTED CROSSWALKS" in accordance with drawings and specifications prepared by the City of Manchester, N.H. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work, provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to do the work or the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this ____ day of _____, 2010.

ATTEST: _____ Principal

_____(Principal)

(Seal) By _____ (S)

By: _____ Witness as to Principal(s)

_____ Address

_____ Surety

ATTEST: By _____ Attorney-in-Fact(s)

_____ (Surety)

(Seal)

By: _____ (S)

Witness as to Surety

Note: Date of Bond must not be prior to date of Contract.

APPENDIX A
US DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
SUPPLEMENTARY GENERAL CONDITIONS

ATTACHMENT A

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SUPPLEMENTARY GENERAL CONDITIONS

During the performance of this contract the Contractor/Vendor agrees to comply with the following rules, regulations, policies and procedures in accordance with the requirements associated with the use of Community Development Block Grant monies for project funding.

1. **RESTRICTION ON DISBURSEMENTS.** No money under this Agreement shall be disbursed by the Contractor/Vendor to any subContractor/Vendor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the subContractor/Vendor is in compliance with DHUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.
2. **DEFINITIONS. (As used in this Agreement).**
 - a. ***Operating Agency*** means the Manchester Department Of Highways that has the responsibility for the administration of this project.
 - b. ***Contractor***, means the business entity under contract with the Operating Agency for the fulfillment of the activities desired under this contract.
 - c. ***Area*** means the geographical confines of the Project worksite.
 - d. ***SubContractor/Vendor*** means an entity, other than the Contractor/Vendor that furnishes services or supplies (other than standard commercial supplies, office space or printing services).
 - e. ***DHUD*** means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
 - f. ***Program*** means the Community Development Block Grant Program approved by DHUD as the same may from time to time be amended.
3. **RECORDS.**
 - a. **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by DHUD or the City with respect to all matters covered by this Agreement. Except as otherwise authorized by DHUD, such records shall be maintained for a period three (3) years after receipt of the final payment under this Agreement.
 - b. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
4. **REPORTS AND INFORMATION.** At such times and in such form as the Operating Agency or DHUD may require there shall be furnished to DHUD or the Operating Agency such statements, records, reports, data and information as the Operating Agency or DHUD may request pertaining to matters covered by this Agreement.
5. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the Operating Agency, DHUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the Operating Agency, DHUD and/or representatives of the Comptroller General for examination, all of its records with respect to all matters covered by this Agreement and the Contractor/Vendor shall permit the Operating Agency DHUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, employment and other data relating to all matters covered by this contract.

6. **DHUD REQUIREMENTS.** Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by DHUD at any time, or if the grant to the Operating Agency under Title I of the Housing and Community Development Act of 1974 is suspended or terminated.

7. **CONFLICT OF INTEREST.**

a. **Interest of Members of Operating Agency.** No officer, employee or agent of the Operating Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the Program or any other person who exercises any function or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement: and the Operating Agency shall take appropriate steps to assure compliance. Provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment or any participation by residents of the area.

b. **Interest of Contractor/Vendor and Employees.** The Contractor/Vendor agrees that it will incorporate into every contract required to be in writing the following provision:

The Contractor/Vendor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Agreement. The Contractor/Vendor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the geographical confines of the City or any parcels therein, which could conflict in any manner or degree with the performance of its services hereunder. The Contractor/Vendor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor/Vendor or its employees must be disclosed to the City; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

8. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY/ NON-DISCRIMINATION.**

a. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, marital status, familial status, age or mental or physical handicap, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, marital status, familial status, age, mental or physical handicap. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by DHUD setting forth the provisions of this nondiscrimination clause.

b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, marital status, familial status, age, mental or physical handicap.

c. No person in the United States shall, on the ground of race, color, religion, or national origin, marital status, familial status, age, mental or physical handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Contractor/Vendor and each employer will comply with all requirements imposed by or pursuant to the regulations of DHUD effectuating Title VI of the Civil Rights Act of 1964.

d. The Contractor/Vendor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the equal opportunity clause which is a part of the labor standards provisions attached hereto.

e. The Contractor/Vendor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work:

f. The Contractor/Vendor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of subContractor/Vendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish DHUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist DHUD in the discharge of its primary responsibility for securing compliance.

g. The Contractor/Vendor further agrees that it will refrain from entering into any subcontract or subcontract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor/Vendor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor/Vendor agrees that if it fails or refuses to comply with these undertakings the City may take any or all of the following actions: terminate or suspend in whole or in part this contract; refrain from awarding any further contracts to the Contractor/Vendor under this program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor/Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **AFFIRMATIVE ACTION - HANDICAPPED WORKERS.**

a. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor/Vendor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.

c. In the event of the Contractor/Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.

d. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, provided by or through the Contractor/Vendor. Such notices shall state the Contractor/Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Vendor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor/Vendor will include the provisions of this clause substituting the word "SubContractor/Vendor" for "Contractor/Vendor" in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issues pursuant to section 503 of the Act, so that such provisions will be binding upon each subContractor/Vendor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action of noncompliance.

10. **AFFIRMATIVE ACTION - DISABLED VETERANS AND VIETNAM VETERANS**

a. The Contractor/Vendor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in any employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor/Vendor agrees to list all employment openings, which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of the Contractor/Vendor other than the one wherein the services and activities funded under this Agreement are being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations, which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor/Vendor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor/Vendor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on the job training under 38 USC 1787. The Contractor/Vendor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Agreement identifying data for each hiring location. The Contractor/Vendor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Agreement, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job opening, recruitment and placement.

e. Whenever the Contractor/Vendor becomes contractually bound to the listing Provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor/Vendor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor/Vendor may advise the State system when it is no longer bound by this Agreement clause.

f. This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs (b), (c), (d) and (e) of this clause do apply to openings which the Contractor/Vendor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause:

(1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the Contractor/Vendor's organization, and positions lasting three days or less. This term includes full time employment, temporary employment of more than three days' duration, and part time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, and the Virgin Islands.

(3) "positions that will be filled from with the Contractor/Vendor's organization" means employment openings for which no consideration will be given to persons outside the Contractor/Vendor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor/Vendor proposed to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

(4) "Openings which the Contractor/Vendor proposes to fill pursuant to a customary and traditional employer union hiring arrangement" means employment openings which the Contractor/Vendor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor/Vendor and representatives of his employees.

i. The Contractor/Vendor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issues pursuant to the Act.

j. In the event of the Contractor/Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

k. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor/Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

l. The Contractor/Vendor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Vendor is bound by the terms of Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

m. The Contractor/Vendor will include the provisions of this clause substituting the word "SubContractor/Vendor" for "Contractor/Vendor" in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subContractor/Vendor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

11. LABOR STANDARDS.

11.1 **Opportunities for Residents.** In all work made possible or resulting from this Contract affirmative

action will be taken to ensure that residents of the area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the area are to the greatest extent feasible, awarded contracts.

11.2. **Equal Opportunity:** During the performance of the Contract, the Contractor/Vendor agrees as follows:

A. The Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, marital status, familial status, age, mental or physical handicap. The Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, marital status, familial status, age or mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, age, marital status, familial or mental or physical handicap.

C. The Contractor/Vendor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. The Contractor/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by DHUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor/Vendor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor/Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor/Vendor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F above and paragraph H through P below in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to section 204 of Executive Order 11246 of September 24 1965, so that such provisions will be binding upon each subContractor/Vendor or vendor. The Contractor/Vendor will take such action with respect to any subcontract or purchase order as DHUD may direct as a means of enforcing such provision, including sanctions for noncompliance: provided however, that in the event a Contractor/Vendor becomes involved in, or is threatened with, litigation with a subContractor/Vendor or vendor as a result of such direction by DHUD, the Contractor/Vendor may request the United States to enter into such litigation to protect the interest of the United States.

H. **Non-Segregated Facilities.** The Contractor/Vendor certifies that he does not maintain or

provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Contractor/Vendor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color or national origin, marital status, familial status, age, mental or physical handicap, because of habit, local custom, or otherwise.

I. Davis-Bacon Act.-

K. Compliance with Copeland Regulations (29 CFR Part 3). The Contractor/Vendor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

L. Subcontracts. The Contractor/Vendor will insert in any subcontracts the clauses contained in 29CFR 5.5 (a) (1) through (5) and (7) and such other clauses as DHUD may by appropriate instruction require, and also a clause requiring subContractor/Vendors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

M. Contract termination; debarment. A breach of paragraphs (A) through (N) may be grounds for termination of the Contract, and for debarment as provided in 29 CFR 5.6.

N. Contract Work Hours Standards Act.-

12. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

13. **LOBBYING PROHIBITED.** None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the congress. The Contractor/Vendor certifies, to the best of their knowledge and belief that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Vendor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperating Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Contractor/Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(C) The Contractor/Vendor shall require that the language of this certification be included in the award documents for all subcontracts under this contract.

14. **ENVIRONMENTAL COMPLIANCE - THE CLEAN AIR ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE ENVIRONMENTAL PROTECTION AGENCY**

14.1.1 Notwithstanding any other provision, the Contractor/Vendor agrees to comply with the Clean Air Act, as

amended (42 U.S.C. 1857 et. seq.), the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time and the standards issued pursuant thereto, in the fulfillment of services under this Contract. Further the Contractor/Vendor agrees to insert in any contract or subcontract in excess of \$100,000 the following certifications:

During the performance of this contract, the Contractor/Vendor agrees as follows:

- a. The Contractor/Vendor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- b. The Contractor/Vendor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1958 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. The Contractor/Vendor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- d. The Contractor/Vendor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subContractor/Vendor to take such action as the Government may direct as a means of enforcing such provisions.

15. **PROHIBITION OF AND ELIMINATION OF LEAD-BASED PAINT HAZARD.** -N/A

16. **FEMALE AND MINORITY PARTICIPATION CONSTRUCTION PROJECTS.** -N/A

17. **MINORITY AND WOMEN OWNED BUSINESSES.** The Contractor/Vendor agrees to take all necessary affirmative steps to ensure that businesses owned by women and minorities and labor surplus firms are used when possible during the performance of this Contract. Such affirmative steps shall be taken in accordance with 24 CFR 85.36(e)(2)(i-v).

18. **ARCHITECTURAL BARRIERS ACT. (P.L. 90-480), 42 U.S.C. 4151** as amended,- N/A.

19. **SECTIONS 503 & 504 OF THE REHABILITATION ACT OF 1973.** As amended, provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

20. **THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 116 USC 470); and E O. NO. 11593 OF MAY 31, 1971** as specified in 24 CFR 58.- N/A

21. **THE ENERGY POLICY AND CONSERVATION ACT - P.L. 94-163 AND NH STATE ENERGY CODE (RSA 115-D).**

22. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

23. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24. **THE AGE DISCRIMINATION ACT OF 1975 (42 USC 6101, ET SEQ.)**. As amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - under any program or activity receiving federal financial assistance.

25. **NONDISCRIMINATION.** Title VI of the Civil Rights Act of 1974 (PL 88-352), as amended, (42 USC 2000 d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

26. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (12 U.S.C. 1701 u) as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 5301).

The Contractor/Vendor shall cause the applicable provisions of this Section of the General Provisions to be inserted in all subcontracts for any work or Project Activities covered by this contract so that the provisions will be binding on each subContractor/Vendor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. The Contractor/Vendor shall take such action with respect to any subcontract as the Contractor/Vendor, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

APPENDIX B
DAVIS-BACON WAGE RATES

heavy rates

GENERAL DECISION: NH20080027 07/24/2009 NH27

Date: July 24, 2009

General Decision Number: NH20080027 07/24/2009

Superseded General Decision Number: NH20070029

State: New Hampshire

Construction Type: Heavy

County: Hillsborough County in New Hampshire.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	04/25/2008
2	05/30/2008
3	12/26/2008
4	07/10/2009
5	07/17/2009
6	07/24/2009

BOIL0029-013 10/01/2008

	Rates	Fringes
Boilermaker.....	\$ 30.19	26.6% + 8.96

CARP0107-013 03/01/2007

TOWNS OF GREENVILLE AND NEW IPSWICH:

	Rates	Fringes
Millwright.....	\$ 28.43	20.09

CARP0111-008 03/01/2007

TOWN OF PELHAM:

	Rates	Fringes
Millwright.....	\$ 28.43	20.09

* CARP0118-004 04/01/2009

DOES NOT INCLUDE THE TOWNS OF GREENVILLE, NEW IPSWICH AND PELHAM:

	Rates	Fringes
Millwright		
All other work.....	\$ 24.70	14.13
Work on power plants, paper mills, breweries, nuclear power plants and detention facilities.....	\$ 24.70	14.13

welding: \$1.00 per hour additional.

ENGI0098-013 04/01/2008

heavy rates

	Rates	Fringes
Power equipment operators: _Backhoe; bulldozer; self-propelled hydraulic crane, up to 10 ton; truck crane; excavator; forklift, 7-ft. lift and over, or 3-ton capacity and over; mechanic.....	\$ 23.50	7.95
_Forklift, up to 7-ft. lift, and up to 3-ton capacity.....	\$ 21.50	7.95

Work on hazardous waste: \$2.00 per hour additional.

Shaft and tunnel work: \$.50 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day; plus, for workers who have been employed for six months, a personal day.

SUNH2006-005 03/24/2006

	Rates	Fringes
Carpenter _includes form work.....	\$ 19.90	3.90
Laborer, general.....	\$ 14.35	3.88
Power equipment operators: _Front end loader.....	\$ 21.43	8.55
Truck driver, dump.....	\$ 14.10	2.21

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the

classifications listed may be added after award only as
provided in the labor

standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates
listed under the

identifier do not reflect collectively bargained wage and

fringe benefit heavy rates

rates. Other designations indicate unions whose rates have been determined

to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage

determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries

of surveys, should be with the Wage and Hour Regional Office for the area in

which the survey was conducted because those Regional Offices have

responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and

3.) should be followed.

With regard to any other matter not yet ripe for the formal process

described here, initial contact should be with the Branch of Construction

Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party

heavy rates

(those affected by the action) can request review and reconsideration from

the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested

party's position and by any information (wage payment data, project

description, area practice material, etc.) that the requestor considers

relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested

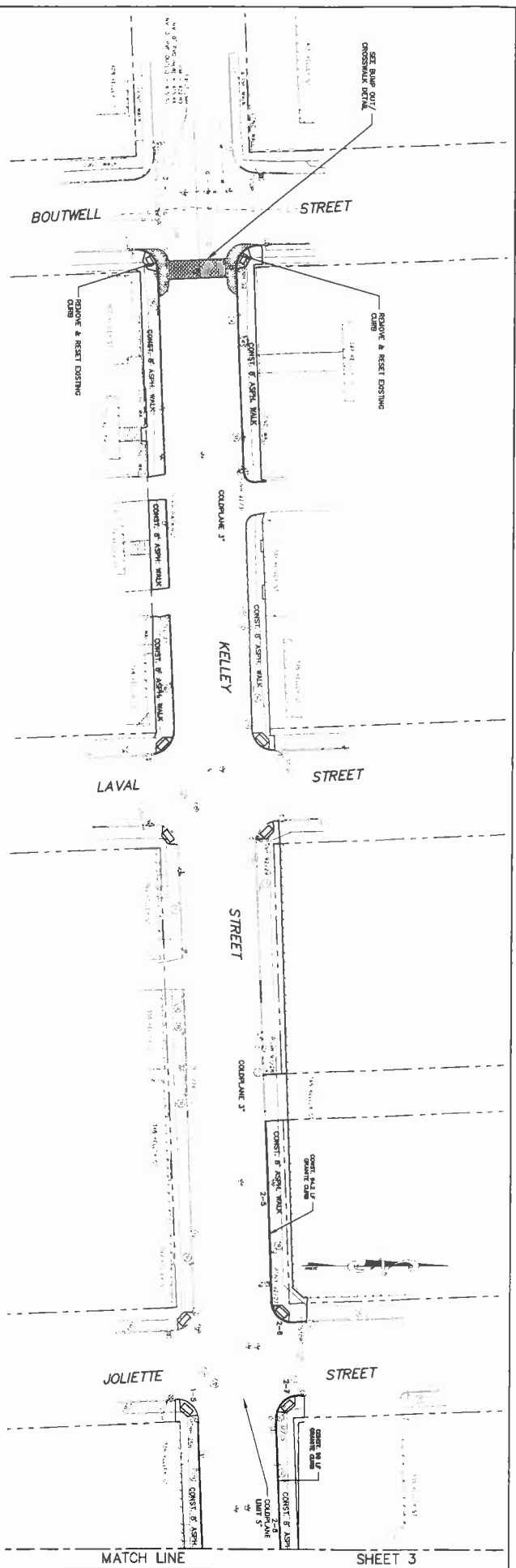
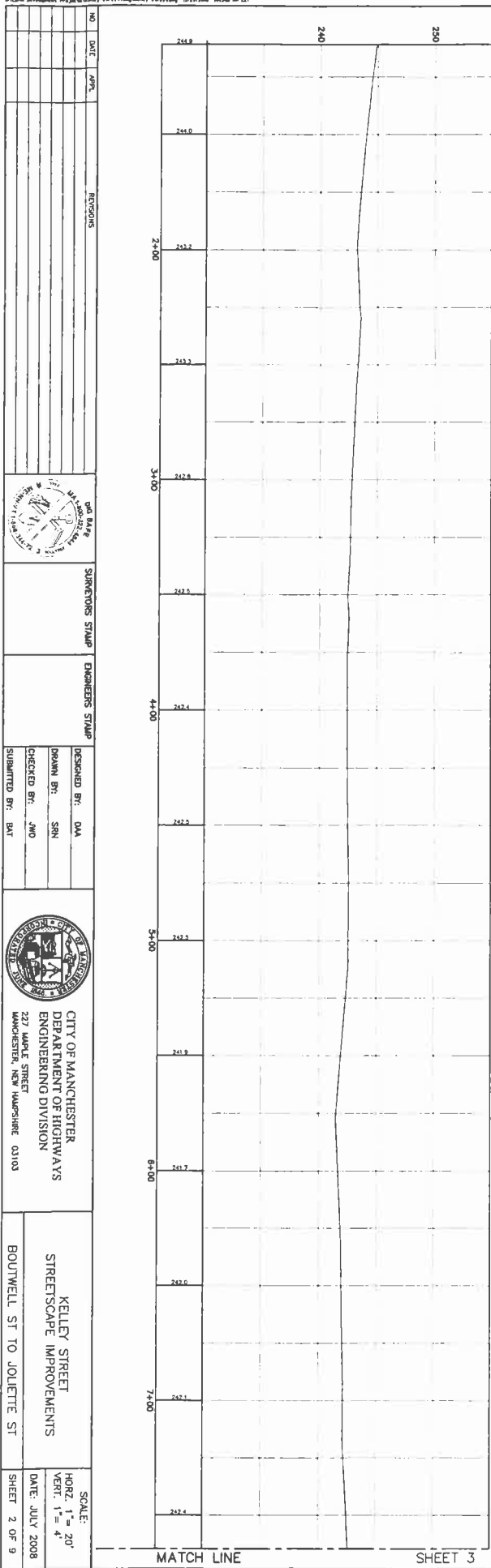
party may appeal directly to the Administrative Review Board (formerly the

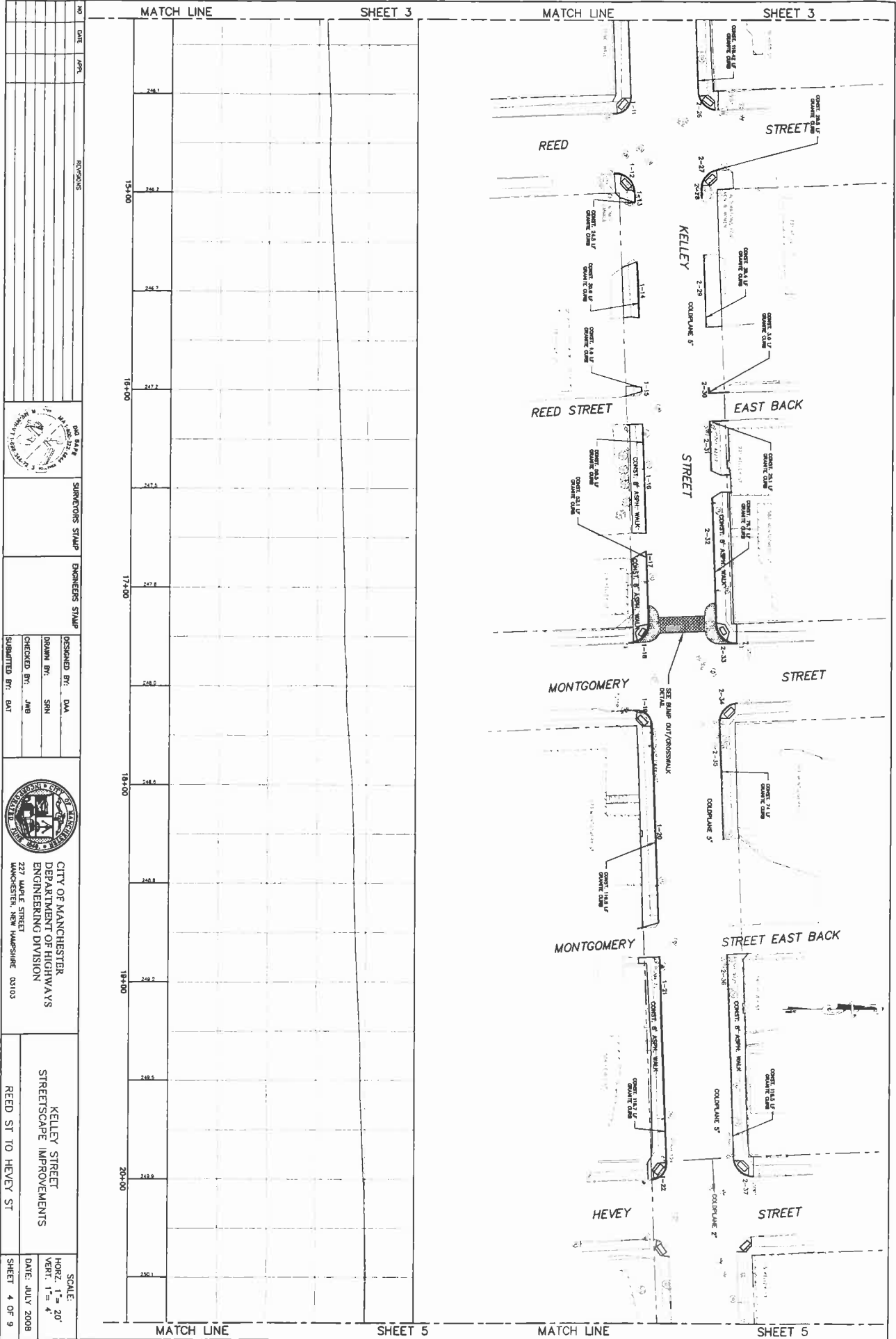
Wage Appeals Board). Write to:





Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION





NO.	DATE	REVISIONS		SURVEYORS STAMP 	ENGINEERS STAMP 		KELLEY STREET STREETSCAPE IMPROVEMENTS	SCALE: HORIZ. 1" = 20' VERT. 1" = 4'
				DESIGNED BY: DMA DRAWN BY: SRN CHECKED BY: JMB SUBMITTED BY: BAY		CITY OF MANCHESTER DEPARTMENT OF HIGHWAYS ENGINEERING DIVISION 227 WARD STREET MANCHESTER, NEW HAMPSHIRE 03103	HEVEY ST TO RIMMON ST	DATE: JULY 2008 SHEET 5 OF 9

